

<p>In the Matter of Fact Finding</p> <p>Between</p> <p>City of Waukee, Iowa</p> <p>and</p> <p>Communications Workers of America Local 7102, AFL-CIO</p>	<p>Paul Lansing</p> <p>Fact Finder</p>
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APPEARANCES

For The City

Jim Brick	City Attorney
Linda Burkhart	Director of Finance

For The Union

Kay Pence	CWA Representative
William Daggett	Vice President, Local 7102

A hearing in the above matter was held on May 19, 2006 in Waukee, Iowa before the undersigned Fact Finder. During the hearing, both the City and the Union were given full opportunity to provide evidence and argument. Neither party filed a post-hearing brief.

I. BACKGROUND

This dispute involves contract negotiations between the City of Waukee, Iowa (hereinafter “the City”) and the Communications Workers of America, Local #7102 (hereinafter “the Union”), the exclusive bargaining unit representing approximately 33 employees. The City of Waukee has a population of 8,132 determined from a special census conducted in September 2004.

The record indicates that the parties are attempting to reach a contract settlement for the July 2006 to July 2007 fiscal year. The parties have conducted multiple bargaining sessions in an effort to reach an accord on a new agreement.

The parties filed for impasse with the Iowa Public Employment Relations Board. Unable to reach a settlement the undersigned fact finder was selected by the parties. A hearing was conducted by the fact finder on May 19, 2006.

While there is no explicit criteria in the Iowa statute by which a fact finder is to judge the reasonableness of the parties’ bargaining proposals, Section 22.9 of the Act provides guidance for interest arbitrators in rendering awards. In this respect the statute, in relevant part, provides:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees doing comparable work, given consideration to factors peculiar to the area and the classification involved.

- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

In addition, Section 17.6 of the statute provides that “no collective bargaining agreement or arbitrator’s decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer’s funds, spending or budget, or would substantially impair or limit the performance of any statutory duty of the public employer.”

Although there is no specific reference to a fact finder, it is generally assumed within the industrial relations community that it is the intent of the Iowa statute that the fact finder formulate recommendations based upon the above cited criteria. Accordingly, the recommendations contained herein are formulated with due regard for the criteria mandated for interest arbitration.

II. THE HEARING

At the hearing both the City and the Union presented their positions regarding impasse items to be determined. After the presentation of evidence and testimony of witnesses, the Fact Finder proposed to the parties that mediation might prove helpful since there appeared to be some miscommunication and lack of communication between the parties before the hearing. Upon the agreement of the parties, the Fact Finder began mediation.

The recommendations of the Fact Finder herein reflect the understandings and consensus reached during mediation. The purpose here is to memorialize the understandings and consensus reached during the mediation. Therefore, a full recital of the parties positions during fact finding will not be included here.

III. CONTRACT RECOMMENDATIONS

- A. Wages. The Fact Finder recommends that a 3% across the board wage increase be granted. Also, that those individuals who have earned a step increase on the wage schedule will receive this increase in addition to the across the board increase.

In addition to the above, an equity fund will be established in order to address the disparities in certain job classifications to their comparable communities. This new equity fund will receive 2% of the union wage base. For fiscal year 2005-06, this amount was \$1,192,100 (City Exhibit #1). Whatever the union wage base is for fiscal year 2006-07, 2% will be placed into the equity fund. The Union will recommend to the City how this equity fund money will be distributed. If the City disagrees with the Union's recommendations, then this Fact Finder will make the ultimate determination. In this matter of distribution, this Fact Finder will retain jurisdiction if the parties fail to reach voluntary agreement.

- B. Health Insurance. The Fact Finder recommends that the Union members contribution to health insurance remains the same as under the previous contract. The health insurance carrier will be changed from the present carrier, John Deere/United

Healthcare. The Union can choose between two new carriers, Coventry or American, after presentations are made to the Union members. Their decision will be made on or about June 1, 2006.

The Fact Finder recommends that the City create flexible fund accounts for Union members, if Union members choose to utilize them. These flexible fund accounts will be in accordance with present IRS regulations.

Further, it is recommended that the City increase dental coverage for the Union members from the present \$500 to \$2,000.

- C. Other Matters. The Fact Finder recommends that all present disputes between the parties before the Iowa Public Employment Relations Board be revoked.

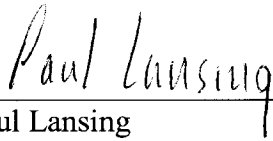
It is also recommended that a labor-management committee be established between the parties. The function of this committee would be to allow more informal communication between the parties before formal negotiations under the law commence. Of most immediate concern would be a dialogue about job descriptions and their effect on salary schedules. These discussions should preclude the introduction of new information brought up at a fact finding hearing.

The term of this contract will be one year.

IV. SUMMARY

The recommendations cited in this report reflect the intent of the parties, demonstrated during mediation. The intent of this report has been to memorialize the consensus reached during those mediation deliberations. Hopefully, this report is an accurate account of those deliberations reached by the parties.

May 30, 2006
Champaign, Illinois



Paul Lansing
Fact Finder

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CERTIFICATE OF SERVICE

I certify that on the 30th day of May 2006, I served the foregoing Report of Fact Finder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Jim Brick
550 39th Street
Des Moines, IA 50312

Kay Pence
6200 Aurora Avenue
Urbandale, IA 50322

I further certify that on the 30th day of May 2006, I will submit this Report for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Des Moines, Iowa 50319.

Paul Lansing

Paul Lansing
Fact Finder